

STEWART J. GUSS*Attorney at Law*

12777 JONES ROAD

SUITE 297

HOUSTON, TEXAS 77070

WWW.ATTORNEYGUSS.COM

TELEPHONE: 281/664-6500

FACSIMILE: 281/664-6501

September 28, 2020

Sedgwick Claims Management
Ms. Michelle Walton
PO Box 14151
Lexington, KY 40512-4151
VIA REGULAR MAIL

Re: *My Client:* *Reina Hernandez De Gomez*
 Your Insured: *Sedgwick Claims Management*
 Date of Injury: *7/19/2019*
 Claim No.: *30193164023-0001*

Dear Ms. Walton,

The purpose of this letter is to provide you with a complete evaluation of the liability and damage issues in this claim and to set forth a settlement demand. All statements set forth herein are made without prejudice and are intended for settlement purposes only. If it becomes necessary to file a lawsuit in this matter, then a copy of this demand letter and the attached exhibits may be provided to the Court, so that the Court can be assured that my client and their undersigned counsel have done everything possible to settle this case. Additionally, this letter and the attached exhibits can also be used by the Court to familiarize itself with the facts of this case should a trial become necessary.

FACTS

Mrs. Reina Hernandez De Gomez is extremely sincere and caring. There is no doubt that Mrs. Hernandez De Gomez will make an immensely credible and sympathetic witness and Plaintiff should a jury trial become necessary.

On the evening of July 19, 2019, Mrs. Hernandez De Gomez made an ordinary trip to Costco located at 14303 Rosehill Estate Lane in Cypress, Harris County, Texas. As Ms. Hernandez De Gomez was speaking to the manager at a cash register for an item price adjustment, another Costco employee was negligently speeding down the aisle while pushing a large flatbed cart. The employee negligently hit the back of Mrs. Hernandez de Gomez's left ankle and foot, which not only caused her foot to swell but pain radiating up into her back, as she lurched in anguish.

MEDICAL CARE**EXHIBIT****7**



Tomball Cypress Fairbanks Medical Center	\$ 6,651.00
Compass Point Emergency	\$ 1,515.00
Houston Northwest Radiology	\$ 174.00
Cypress Orthopedics, Sports & Spine	\$ 1,840.00

Ms. Michelle Walton
 September 28, 2020
 Page 3

One Step Diagnostic	\$17,500.00
Clinica De Luz Corp	\$ 145.00
Houston Methodist Orthopedics & Sports Medicine	\$ 6,174.00
Orthopedics & Sports Medicine	\$ 6,174.00
Minivasive Pain Specialists	\$ 8,050.00
Steeplechase Diagnostic Center	\$ 2,170.00
Parkway Surgery Center	\$18,890.00
Future Injections (Estimate)	\$30,000.00
TOTAL	<u>\$96,283.00</u>

SETTLEMENT DEMAND

Rather than outline all of the evidence regarding damages, which you of course are more than competent to recognize on behalf of yourself and the other representatives of Sedgwick Claims Management, I will just point out that my client is facing medical expenses as set forth above.

In the event of a jury trial, in addition to damages for medical expenses, my client will also seek to recover damages for physical pain and mental anguish and physical disability. Based on the significant damages sustained by my client at the hand of your insured, I would expect a jury verdict in the range of \$800,000.00 to \$950,000.00. Given my client's damages and the resultant possibility of a significant jury award, but in the interests of avoiding the inconvenience and delays associated with a jury trial, ***I have been authorized by my client to settle my client's claim for a single payment of \$500,000.00.***

This settlement offer shall remain open until the fourteenth (14th) day from the date of this demand. I look forward to reviewing your written response to this demand on or before the above-referenced deadline. If we are unable to resolve this matter by this deadline, I will promptly file suit and allow twelve citizens of Harris County the opportunity to evaluate this matter in the form of their verdict.

2020100211: Additionally, note that Sedgwick Claims Management and its agents and representatives are specifically directed to refrain from any direct contact with my client's medical providers. My client retains the sole right to review, audit, negotiate and/or pay their medical bills.

Ms. Michelle Walton
September 28, 2020
Page 4

Any attempt by Sedgwick Claims Management or any agent on its behalf to contact my client's medical providers or directly pay any bills will constitute both a tortious interference of my client's rights and a violation of my client's right to privacy and will result in an immediate lawsuit directly against Sedgwick Claims Management.

Sincerely,

A handwritten signature in black ink, appearing to read "Megan Becker". The signature is fluid and cursive, with the first name "Megan" and last name "Becker" clearly distinguishable.

Megan Becker, Attorney at Law*

** Licensed only in the state of Texas.*

Enclosures as noted.

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